

1 DANIEL G. BOGDEN  
United States Attorney  
2 Nevada State Bar No. 2137  
DANIEL D. HOLLINGSWORTH  
3 Assistant United States Attorney  
Nevada State Bar No. 1925  
4 Lloyd D. George United States Courthouse  
333 Las Vegas Boulevard South, Suite 5000  
5 Las Vegas, Nevada 89101  
Telephone: (702) 388-6336  
6 Facsimile: (702) 388-6787  
Counsel for Plaintiff  
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10 UNITED STATES DISTRICT COURT  
11 DISTRICT OF NEVADA

12 UNITED STATES OF AMERICA,  
13 Plaintiff,

14 v.

15 JAMES I. "ASSI" JARIV, and  
16 NATHAN "NATI" STOLIAR, aka  
NATAN STOLIAR,  
17 Defendants.

2:14-CR-006-APG-(GWF)

18 **AGREEMENT FOR FORFEITURE OF \$50,000.00 IN UNITED STATES CURRENCY IN**  
19 **LIEU OF THE 2013 INFINITI QX56, (NV) 644 WTT, VIN JN8AZ2NE5D9040252, AND**  
20 **ORDER**

21 The United States of America ("United States"), by and through Daniel G. Bogden, United  
22 States Attorney for the District of Nevada; Wayne Hettenbach, Assistant United States Attorney;  
23 Crane Pomerantz, Assistant United States Attorney; Darrin McCullough, Assistant United States  
24 Attorney; and Daniel D. Hollingsworth, Assistant United States Attorney; and James Jariv ("Jariv")  
25 and his counsel, Craig S. Denney, Gregory A. Brower, Justin R. Chochran, Nicholas Paul Dickerson,  
26 and Tim Johnson; Nathan "Nati" Stoliar, aka Natan Stoliar ("Stoliar") and his counsel David Z.  
Chesnoff; and In Choi Belding ("Belding"), and her counsel, David Belding, agree as follows:

1           1. On January 8, 2014, the Grand Jury sitting in Las Vegas, Nevada returned a Fifty-Seven  
2 Count Indictment against Jariv and Stoliar for violations of Title 18, United States Code, Sections 371,  
3 1341, 1343, 1519, 1956, and 1956(h) and Title 42, United States Code, Section 7413(c)(2)(A).  
4 Indictment, ECF No. 1.

5           2. On January 14, 2014, pursuant to the seizure warrant issued by Magistrate Judge George  
6 Foley, the 2013 Infiniti QX56, (NV) 644 WTT, VIN: JN8AZ2NE5D9040252 ("2013 Infiniti"),  
7 registered to In Choi Belding was seized under Title 18, United States Code, Section 981(a)(1)(A) and  
8 (a)(1)(C) for violations of Title 18, United States Code, Sections 1343 and 1956(h).

9           3. A Bill of Particulars, listing additional properties to be forfeited, including the 2013  
10 Infiniti, was filed with the court on March 6, 2014 (ECF No. 63).

11           4. Counsel for Belding contacted AUSA McCullough to request a "cash in lieu of" settlement  
12 for the 2013 Infiniti.

13           5. Belding agrees to pay the United States the sum of fifty thousand (\$50,000.00) in the form  
14 of a cashier's check made payable to the United States Marshals Service and delivered to the Federal  
15 Bureau of Investigation within five (5) business days of approval of this agreement by the Court.

16           6. Belding agrees that the \$50,000.00 paid to the United States Marshals Service shall be  
17 forfeited to the United States in lieu of the 2013 Infiniti and that all right, title, and interest in the  
18 \$50,000.00 shall vest in the United States of America for disposition according to law.

19           7. Belding knowingly and voluntarily agrees to the abandonment, the civil administrative  
20 forfeiture, the civil judicial forfeiture, or the criminal forfeiture of \$50,000.00 in United States  
21 Currency in lieu of the 2013 Infiniti QX56, (NV) 644 WTT, VIN: JN8AZ2NE5D9040252, registered  
22 to In Choi Belding (all of which constitutes "property").

23           8. Belding knowingly and voluntarily agrees to abandon or to forfeit the property to the  
24 United States.

25           9. Belding knowingly and voluntarily agrees to relinquish all right, title, and interest in the  
26 property.

1 10. Belding knowingly and voluntarily agrees to waive her right to any abandonment  
2 proceedings, any civil administrative forfeiture proceedings, any civil judicial forfeiture proceedings,  
3 or any criminal forfeiture proceedings (all of which constitutes "proceedings") of the property.

4 11. Belding knowingly and voluntarily agrees to waive service of process of any and all  
5 documents filed in this action or any proceedings concerning the property.

6 12. Belding knowingly and voluntarily agrees to waive any further notice to her, her agents,  
7 or her attorneys regarding the forfeiture and disposition of the property.

8 13. Belding knowingly and voluntarily agrees not to file any claim, answer, petition, or other  
9 documents in any proceedings concerning the property.

10 14. Belding knowingly and voluntarily agrees to withdraw any claims, answers,  
11 counterclaims, petitions, or other documents she filed in any proceedings concerning the property.

12 15. Belding knowingly and voluntarily agrees to waive the statute of limitations, the CAFRA  
13 requirements, Fed. R. Crim. P. 7, 11, and 32.2, the constitutional requirements, and the constitutional  
14 due process requirements of any abandonment proceedings or any forfeiture proceedings concerning  
15 the property.

16 16. Belding knowingly and voluntarily agrees to waive her right to a trial on the forfeiture of  
17 the property.

18 17. Belding knowingly and voluntarily agrees to waive (a) all constitutional, legal, and  
19 equitable defenses to, (b) any constitutional or statutory double jeopardy defense or claim concerning,  
20 and (c) any claim or defense under the Eighth Amendment to the United States Constitution,  
21 including, but not limited to, any claim or defense of excessive fines or cruel and unusual punishments  
22 in any proceedings concerning the property.

23 18. Belding knowingly and voluntarily agrees to the entry of an Order of Forfeiture of the  
24 property to the United States.

25 ...

26 ...

1           19. Belding understands that the forfeiture of the property shall not be treated as satisfaction  
2 of any assessment, restitution, fine, cost of imprisonment or any other penalty that may be imposed in  
3 addition to forfeiture.

4           20. Belding knowingly and voluntarily agrees to the conditions set forth in this Agreement  
5 for Forfeiture of \$50,000.00 in United States Currency in lieu of the 2013 Infiniti QX56, (NV) 644  
6 WTT, VIN JN8AZ2NE5D9040252, and Order ("Agreement").

7           21. Belding knowingly and voluntarily agrees to hold harmless the United States, the United  
8 States Department of Justice, the United States Attorney's Office for the District of Nevada, the  
9 United States Federal Bureau of Investigation, the United States Environmental Protection Agency,  
10 their agencies, their agents, and their employees from any claim made by her or any third party arising  
11 from the facts and circumstances of this case.

12           22. Belding knowingly and voluntarily releases and forever discharges the United States, the  
13 United States Department of Justice, the United States Attorney's Office for the District of Nevada,  
14 the United States Federal Bureau of Investigation, the United States Environmental Protection  
15 Agency, their agencies, their agents, and their employees from any and all claims, rights, or causes of  
16 action of any kind that Belding now has or may hereafter have on account of, or in any way growing  
17 out of, the seizures and the forfeitures of the property in the abandonment, the civil administrative  
18 forfeitures, the civil judicial forfeitures, and the criminal forfeitures.

19           23. Pursuant to the express terms of this Agreement, Belding will accept possession and  
20 custody of the 2013 Infiniti from the United States in an "as is" condition.

21           24. Jariv and Stoliar may contest the forfeiture of the cash through their criminal case.

22           25. Each party acknowledges and warrants that its execution of the Agreement is free and is  
23 voluntary.

24           26. The Agreement contains the entire agreement between the parties.

25           27. Except as expressly stated in the Agreement, no party, officer, agent, employee,  
26 representative, or attorney has made any statement or representation to any other party, person, or

entity regarding any fact relied upon in entering into the Agreement, and no party, officer, agent, employee, representative, or attorney relies on such statement or representation in executing the Agreement.

28. The persons signing the Agreement warrant and represent that they have full authority to execute the Agreement and to bind the persons and/or entities, on whose behalf they are signing, to the terms of the Agreement.

29. This Agreement shall be construed and interpreted according to federal forfeiture law and federal common law. The jurisdiction and the venue for any dispute related to, and/or arising from, this Agreement is the unofficial Southern Division of the United States District Court for the District of Nevada, located in Las Vegas, Nevada.

30. Each party shall bear their or its own attorneys' fees, expenses, interest, and costs.

31. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties; it being recognized that both parties have contributed substantially and materially to the preparation of this Agreement.

IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable cause for the seizure and forfeiture of the property.

DATED: MAY 20, 2014

DAVID BELDING

  
DAVID BELDING  
Counsel for IN CHOI BELDING

DATED: 5-20-2014

  
IN CHOI BELDING

DATED: \_\_\_\_\_

SNELL & WILMER, L.L.P.

\_\_\_\_\_  
TIM JOHNSON  
Counsel for JAMES JARIV

DATED: \_\_\_\_\_

\_\_\_\_\_  
JAMES JARIV

1 entity regarding any fact relied upon in entering into the Agreement, and no party, officer, agent,  
 2 employee, representative, or attorney relies on such statement or representation in executing the  
 3 Agreement.

4 28. The persons signing the Agreement warrant and represent that they have full authority to  
 5 execute the Agreement and to bind the persons and/or entities, on whose behalf they are signing, to the  
 6 terms of the Agreement.

7 29. This Agreement shall be construed and interpreted according to federal forfeiture law and  
 8 federal common law. The jurisdiction and the venue for any dispute related to, and/or arising from,  
 9 this Agreement is the unofficial Southern Division of the United States District Court for the District  
 10 of Nevada, located in Las Vegas, Nevada.

11 30. Each party shall bear their or its own attorneys' fees, expenses, interest, and costs.

12 31. This Agreement shall not be construed more strictly against one party than against the  
 13 other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the  
 14 parties; it being recognized that both parties have contributed substantially and materially to the  
 15 preparation of this Agreement.

16 IT IS HEREBY CERTIFIED, pursuant to 28 U.S.C. § 2465(a)(2), that there was reasonable  
 17 cause for the seizure and forfeiture of the property.

18 DATED: \_\_\_\_\_

19 DAVID BELDING

21 \_\_\_\_\_  
 22 DAVID BELDING  
 Counsel for IN CHOI BELDING

23 DATED: \_\_\_\_\_

25 \_\_\_\_\_  
 26 IN CHOI BELDING

DATED: \_\_\_\_\_

~~SNELL & WILMER, L.L.P.~~  
 LOCKE LORD LLP


  
 \_\_\_\_\_  
 TIM JOHNSON  
 Counsel for JAMES JARIV

DATED: 5.20.14

  
 \_\_\_\_\_  
 JAMES JARIV

1 DATED: 5/29/14

2 CHESNOFF & SCHONFELD

3  #12359  
4 DAVID Z. CHESNOFF  
5 Counsel for NATHAN "NATI" STOLIAR

6 DATED: 5/29/14

7  
8   
9 NATHAN "NATI" STOLIAR

DATED: \_\_\_\_\_

DANIEL G. BOGDEN  
United States Attorney

WAYNE HETTENBACH  
Assistant United States Attorney

DATED: \_\_\_\_\_

CRANE M. POMERANTZ  
Assistant United States Attorney

DATED: \_\_\_\_\_

DARRIN MCCULLOUGH  
Assistant United States Attorney

DATED: \_\_\_\_\_

DANIEL D. HOLLINGSWORTH  
Assistant United States Attorney

21 IT IS SO ORDERED:

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23   
24 UNITED STATES DISTRICT JUDGE

25 DATED: June 4, 2014  
26

1 DATED: \_\_\_\_\_

2 CHESNOFF & SCHONFELD

3  
4 \_\_\_\_\_  
5 DAVID Z. CHESNOFF  
6 Counsel for NATHAN "NATT" STOLIAR

7 DATED: \_\_\_\_\_

8  
9 \_\_\_\_\_  
10 NATHAN "NATT" STOLIAR

DATED: May 29, 2014

DANIEL G. BOGDEN  
United States Attorney

/s/ Wayne Hennenbach  
WAYNE HETTENBACH  
Assistant United States Attorney

DATED: May 29, 2014

/s/ Crane M. Pomerantz  
CRANE M. POMERANTZ  
Assistant United States Attorney

DATED: May 29, 2014

/s/ Darrin McCullough  
DARRIN MCCULLOUGH  
Assistant United States Attorney

DATED: May 29, 2014

/s/ Daniel D. Hollingsworth  
DANIEL D. HOLLINGSWORTH  
Assistant United States Attorney

21 IT IS SO ORDERED:

22  
23  
24   
25 UNITED STATES DISTRICT JUDGE

26 DATED: June 4, 2014